

# RIGHT OF WAY (ROW) PERMIT APPLICATION

## ENGINEERING OFFICE

Phone 630.377.4486

Fax 630.762.6922



Whereas, I (we)

\_\_\_\_\_  
Contractor / Company Name

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

(\_\_\_\_\_)\_\_\_\_\_  
Daytime Phone Number

(\_\_\_\_\_)\_\_\_\_\_  
Fax Number

Bonded with \_\_\_\_\_, Expiration Date \_\_\_\_\_,

hereinafter termed the applicant, request permission and authority to do certain work described herein on the Right-of-Way of the St. Charles city **street** known as: \_\_\_\_\_.

### OFFICE USE ONLY

ROW Permit Number \_\_\_\_\_

This permit hereby authorizes the applicant to perform the construction at the address described above.

The work will be completed in \_\_\_\_\_ days after the date of this permit.

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
St. Charles City Official

\_\_\_\_\_  
Date

## RIGHT OF WAY PERMIT GUIDE

The Right of Way (ROW) includes the street and the area between the sidewalk and the curb (or edge of pavement). ROW construction activities may include: driveway or sidewalk replacement, utility service repair or any public utility construction activities. All construction activities performed by organizations other than the City and within these right of way boundaries require a ROW Permit. There is NO filing fee. Permits automatically expire within (1) one year or as noted above.

1. Before a ROW Permit can be issued, the following documents must be submitted at the time of application:
  - a. **RIGHT OF WAY (ROW) PERMIT APPLICATION.** The contractor needs to fill out this permit (or resident if not using a contractor).
  - b. **PERMIT BOND** or **PERFORMANCE BOND** in the amount of \$10,000 (City of St. Charles listed as beneficiary). This bond will assure all work is performed in accordance with Chapter 12.30 of the St. Charles Municipal Code. See example attached.
  - c. **CERTIFICATE OF LIABILITY INSURANCE** with special provision listing "City of St. Charles is additional insured". See example attached.
  - d. **NOTE:** If you are using **NON-STANDARD PAVEMENT** such as **BRICK PAVERS** or **STAMPED CONCRETE** the owner is required to complete a Non-Standard Pavement (ROW) Permit Agreement and a Covenant Running with the Land in addition to this ROW Permit Application. These forms can be obtained at the Engineering Office.
2. Applicant will be responsible for contacting J.U.L.I.E. for utility locations (1-800-892-0123).
3. All construction should be in accordance with St. Charles Municipal Code and the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" latest edition, and all final "Supplemental Specifications" published as of the date of this permit.
4. All traffic control operations shall be in accordance with the "Illinois Manual on Uniform Traffic Control Devices," the latest Edition.
5. All documents **must** be returned to the Engineering Office (Public Works) and approved before work begins.
6. A Right of Way Permit Number will be assigned and copy of this permit returned to the applicant.

## IMPORTANT

**THE ENGINEERING OFFICE MUST BE CONTACTED FOR INSPECTION 24 HOURS IN ADVANCE  
BEFORE BITUMINOUS, CONCRETE or NON STANDARD PAVEMENT IS PLACED WITHIN  
THE RIGHT OF WAY. THANK YOU! 630.377.4486**

## DESIGN REQUIREMENTS

### **Paver Bricks**

1. Placement of paver bricks or stamped concrete require a "Non-Standard Pavement (Right-of-way) Permit Agreement (notarized) and/
2. "Covenant Running with the Land" document, which will include the legal description of the property, parcel number, address, owners signature and must be recorded with the County Recorder's Office prior to construction.

### **Streets & Roadways**

1. Drive Approaches, Bituminous: Bituminous driveways must conform to the following:
  - 2" minimum surface thickness
  - 8" compacted CA-6 stone base
2. Drive Approaches, Concrete: Concrete driveways must conform to the following:
  - 6" minimum thickness
  - 5" compacted CA-6 stone base
  - $\frac{3}{4}$ " expansion joint provided between curb and approach, and sidewalk and approach
3. Drive Approaches, Minimum Dimensions: Driveways may be a maximum of 24' in width and a minimum of 12' in width.

### **B. Excavation Within Existing Pavement (place under streets and roadways)**

1. All base and surface courses must be replaced to match existing. This includes concrete base courses with depths to match existing thickness.
2. Concrete base course shall be pinned to the existing adjacent pavement with the use of  $\frac{1}{2}$ " dowels on 18" centers.
3. Any excavation within existing pavement limits shall be complete with the use of flowable fill or CLSM (confined low strength material) up to the pavement section.

### **C. Temporary Pavement Patch (cold patch is not permitted)**

1. Flowable fill shall be placed to match the top of the aggregate base course. The remaining void shall be filled with a temporary concrete patch. A layer of visquene shall be placed in-between the flowable fill and concrete patch to permit removal without disturbance to the flowable fill. The concrete shall be removed and replaced with bituminous material prior to the **next May 1<sup>st</sup>**.

### **D. Sidewalk**

1. Sidewalks are generally located one (1) foot inside the R.O.W. All sidewalk shall conform to the following:
  - 5' minimum width along collector and major streets
  - 4' minimum width along minor streets and cul-de-sacs
  - Handicapped ramps provided at all locations where the sidewalk abuts a curb
  - $\frac{3}{4}$ " expansion joint provided at 50' intervals
  - troweled contraction joint provided at 5' intervals
  - 3" compacted CA-6 gravel base
  - 5" minimum thickness, 6" at driveway crossings
  - 4% maximum cross slope
  - 0.5% minimum cross slope

### **E. Saw Cutting Existing Curbs**

1. Curb cuts may be completed by removing the "barrier" portion of the existing curb. Approval of this method will be subject to inspection by the Engineering Office and completed at the owner's risk. Excessive spauling after saw cutting might require removal of the existing curb.

### **F. Traffic Control and Safety**

1. Any temporary road closures shall be completed with proper traffic control as mandated by Illinois Department of Transportation (IDOT).
2. The contractor shall coordinate all closures with the City of St. Charles Police Department (630-377-4435).

## **Bond Example**

**XYZ Insurance Company  
123 S. 24<sup>th</sup> Street  
Profitsville, IL 60123**

**Bond No.** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_, as Principal, and XYZ Insurance Company, an Illinois Corporation with principal office at Profitsville, IL as Surety, are held and firmly bound unto City of St. Charles, IL Public Works Department, as Obligee, in the sum of Ten Thousand and 00/100 DOLLARS (\$10,000), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

The condition of this obligation is such, that whereas Principal is desirous of obtaining a license from City of St. Charles, IL Department of Public Works to carry on business as \_\_\_\_\_ contractor in City of St. Charles for the term of twelve months or any shorter period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

NOW, THEREFORE, if Principal shall during the aforesaid term, faithfully observe and honestly comply with such Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety hereon.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_

XYZ INSURANCE COMPANY

By \_\_\_\_\_  
Attorney-in-Fact

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	<b>OTHER</b>												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of St. Charles is additional insured.

(Must be on certificate)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of St. Charles  
 Engineering Department  
 2 East Main Street  
 St. Charles IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE